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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **CS(COMM) 578/2020**

ANIL SHARMA

.....Plaintiff

Through: Mr. Abhijat, Sr. Advocate with Mr. Sidharth Tyagi and Ms. Jagriti Kedia, Advocates.

versus

ATUL GUPTA & ORS.

.....Defendants

Through: Mr. N.K. Aggarwal, LRs of D6.
Mr. Ankit Jain, Sr. Advocate with Mr. Vedit Gupta, Mr. Parth Gautam and Ms. Divyanshu Rathi, Advocates for D21.
Mr. Piyush Chandel, Mr. Nishikant Singh and Ms. Vidhu Negi, Advocates for D25.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

% **06.05.2026**

I.A. 11563/2026 (under Section 151 CPC by the plaintiff)

1. The present application has been filed by the plaintiff/applicant *inter alia* seeking implementation of the judgment and decree dated 14.10.2025.
2. The captioned suit was filed by the plaintiff seeking following relief:
 - i. *To pass a Decree of Declaration in favour of the Plaintiff against the Defendant No. 1 to 5 declaring that the share purchase agreement executed by the Plaintiff and Defendant No. 21 in favour of the Real Gains Infrastructure Pvt. Ltd. /the Defendants No. 1 to 4 was null and void ab initio as the patties were not consensus ad-idem to the contents thereof and any transfer of Defendant No. 5 by Defendant No. 1 to 4 was also patently illegal, null and void;*



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AND

- ii. *To pass of Decree of Declaration in favour of the Plaintiff against the Defendant No. 1 to 5 declaring that Settlement Agreement dated 25.07.2014 and all documents executed in pursuance thereto, executed between the parties herein were and are null and void ab initio and are not binding on the Plaintiff and Defendants No. 6 to 27 and had failed on repudiation thereof by the Defendant No. 1 to 5 and on insolvency / striking off the name of Real Gains Infrastructure Pvt. Ltd. and Zaza Construction Pvt. Ltd. and Connoisseur Buildcon Pvt. Ltd. and upon arrest / incarceration of the Defendants No. 1 to 4 in jail;*

AND

- iii. ***In the alternative,** the Defendants No. 1 to 5 who received a large amounts from the Plaintiff and the Defendants No. 6 to 23 and 26 and 27 thereunder, are bound to restore it, to the Plaintiff and the Defendants No. 6 to 23 and 26 and 27 or to make compensation for it to the Plaintiff and the Defendants No. 6 to 23 and 26 and 27 from whom the same had been duly received by them, as per Section 65 of the Contract Act, together with interest thereon at the commercial rate of 18% per annum, for breach of Contract by the Defendants No. 1 to 5 in favour of the Plaintiff and the Defendants No. 6 to 23, 26 and 27 as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case and that the Defendants No. 24 and 25 are bound by such Declarations as may be made in this suit and' that in view thereof, no coercive action qua Defendant No. 5 may be contemplated by them."*

3. This Court vide judgment dated 14.10.2025 had decreed the suit in terms of prayer (i) and (ii) above.

4. Mr. Abhijat, learned Sr. Counsel appearing on behalf of the plaintiff submits that since the decree passed is in the nature of declaratory decree, filing of an execution is not warranted as such decree cannot be executed. He further submits that decree only declares the rights of the decree holder



qua the judgment debtor and does not, in terms, direct the judgment debtor to do or to refrain from doing any particular act or thing.

5. In support of his contention, he has placed reliance on the decision of the Full Bench of the Punjab and Haryana High Court in **Prakash Chand v. Sh. S.S. Grewal, I.A.S. Chief Secretary to Government of Punjab, 1974 SCC OnLine P& H 43**. Relevant excerpts from the said decision reads thus.

“19. A declaratory decree, in my opinion, cannot be executed as it only declares the rights of the decree-holder qua the judgment-debtor and does not, in terms, direct the judgment debtor to do or to refrain from doing any particular act or thine. Since there is no command issued to the judgment debtor to obey, the civil process cannot be issued for the compliance of that mandate or command. The decree-holder is free to seek his legal remedies by way of suit or otherwise on the basis of the declaration given in his favour. Question 2 is answered accordingly.”

6. The decision of Punjab and Haryana High Court in **Prakash Chand** (supra) was also relied upon by this Court in **Deepak Duggal v. Delhi Development Authority, 2025 SCC OnLine Del 5465**, wherein this Court held as under:

“14. Having heard the rival contentions of the learned counsel for the parties, this Court is of the view that after having obtained declaratory decree vide judgment dated 22.09.1993, no execution of the same was required to be filed in view of the law laid down in Prakash Chand (supra) and Mangilal Sharma (supra).

15. Since the cancellation of lease was declared ultra vires and against the law, therefore, by virtue of said declaration, the status quo ante stood restored, and filing of separate ‘execution’ or issuance of civil process to get the lease deed restored was not warranted under law.

16. Thus, the position which emerges is that after cancellation



of lease was declared unlawful, the lease deed in favour of the allottee stood restored automatically. In that view of the matter, the stand taken by DDA that petitioner ought to have filed a separate execution, or that the execution has become barred by law, is not tenable.”

7. Mr. Abhijat thus, urges the Court that in view of the settled position of law, necessary direction may be given to the Registrar of Companies, NCT of Delhi and Haryana and the Ministry of Corporate Affairs to give effect to the judgment and decree dated 14.10.2025 by aligning the statutory records maintained on the MCA portal in conformity with the decree.
8. In view of the above, issue notice.
9. Mr. Vidit Gupta, learned counsel appearing on behalf of defendant no.21 accepts notice. Likewise, Mr. N.K. Aggarwal, learned counsel accepts notice on behalf of LRs of defendant no.6.
10. Mr. Ankit Jain, learned Sr. Counsel appearing on behalf of the defendant no.21 submits that without admitting the contentions made in the application, he has no objection in case such a relief is granted.
11. In light of the law expounded in the above noted decisions, the application is partly allowed.
12. The Registrar of Companies, NCT of Delhi and Haryana and the Ministry of Corporate Affairs are directed to give effect to the judgment and decree dated 14.10.2025 by aligning statutory records maintained on the MCA portal in conformity with the said decree.

VIKAS MAHAJAN, J

MAY 6, 2026/jg